

## Stormwater Division

## MEMORANDUM

**DATE:** 

March 13, 2010

TO:

Michael J. Gillis, Virginia Correctional Enterprises Document Management Services

FROM:

Jo Anna Ripley, Stormwater

PO:

270712

RE:

Files Approved for Scanning

General File ID or BMP ID:

PC027

PIN: 4732200004

Subdivision, Tract, Business or Owner

Name (if known):

Shibui Properties

**Property Description:** 

TK Oriental Arts

Site Address:

1642 Jamestown Road

(For internal use only)

Dov 5

Y

Drawer: 3

Agreements: (in file as of scan date)

п

Book or Doc#:

509

Page:

292-294

#### Comments

PIN in the BMP database is wrong (47-3)01-38) - this was the parent parcel or out of parcel to create Lots 1-4 Shibui Woods, after creation of the subdivision the parent parcel was deleted from the land record.

SP-93-90   9:25:25 AM	Created By: WATERSHED PC BMP ID NO 027	PRINTED ON Friday, March 05, 2010		No 5.5 COMM Wet Pond	CTRL STRUC DESC CTRL STRUC SIZE inches OTLT BARRL DESC OTLT BARRL SIZE inch
(47-3)(1-38)  (57-4)  (47-3)(1-38)  (57-4)  (47-3)(1-38)  (57-4)  (47-3)(1-38)  (57-4)  (47-3)(1-38)  (57-4)  (67-4)  (67-4)  (7	UZ/ SP-93-90	0.25.25 AM	m	A1 Small Wet Po	nd
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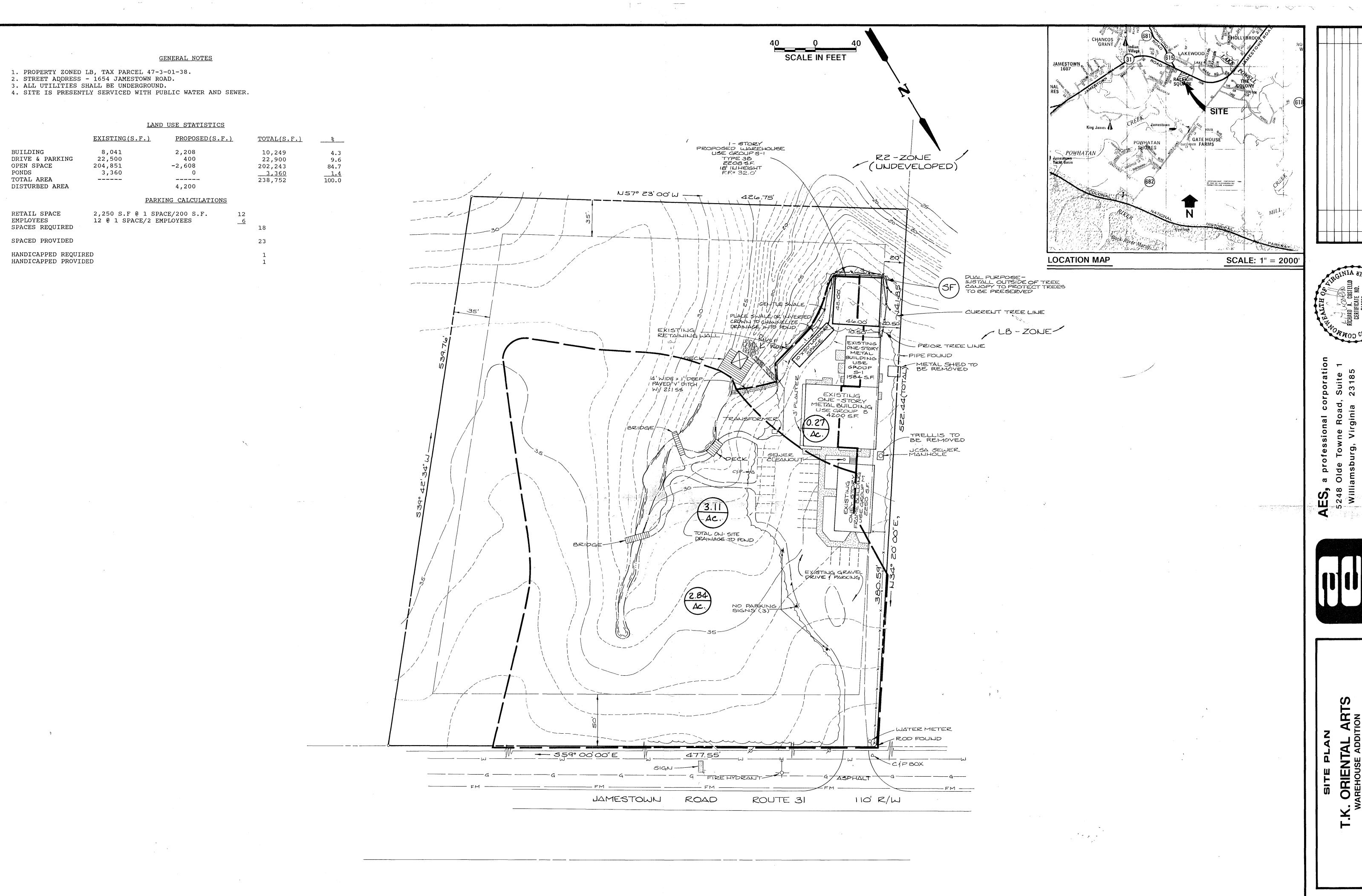
Additional Comments:

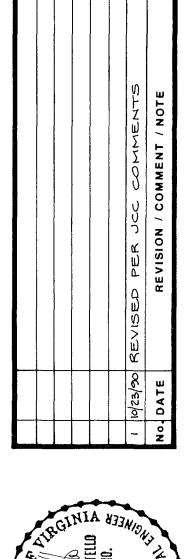
Janes (1987)

\$76.

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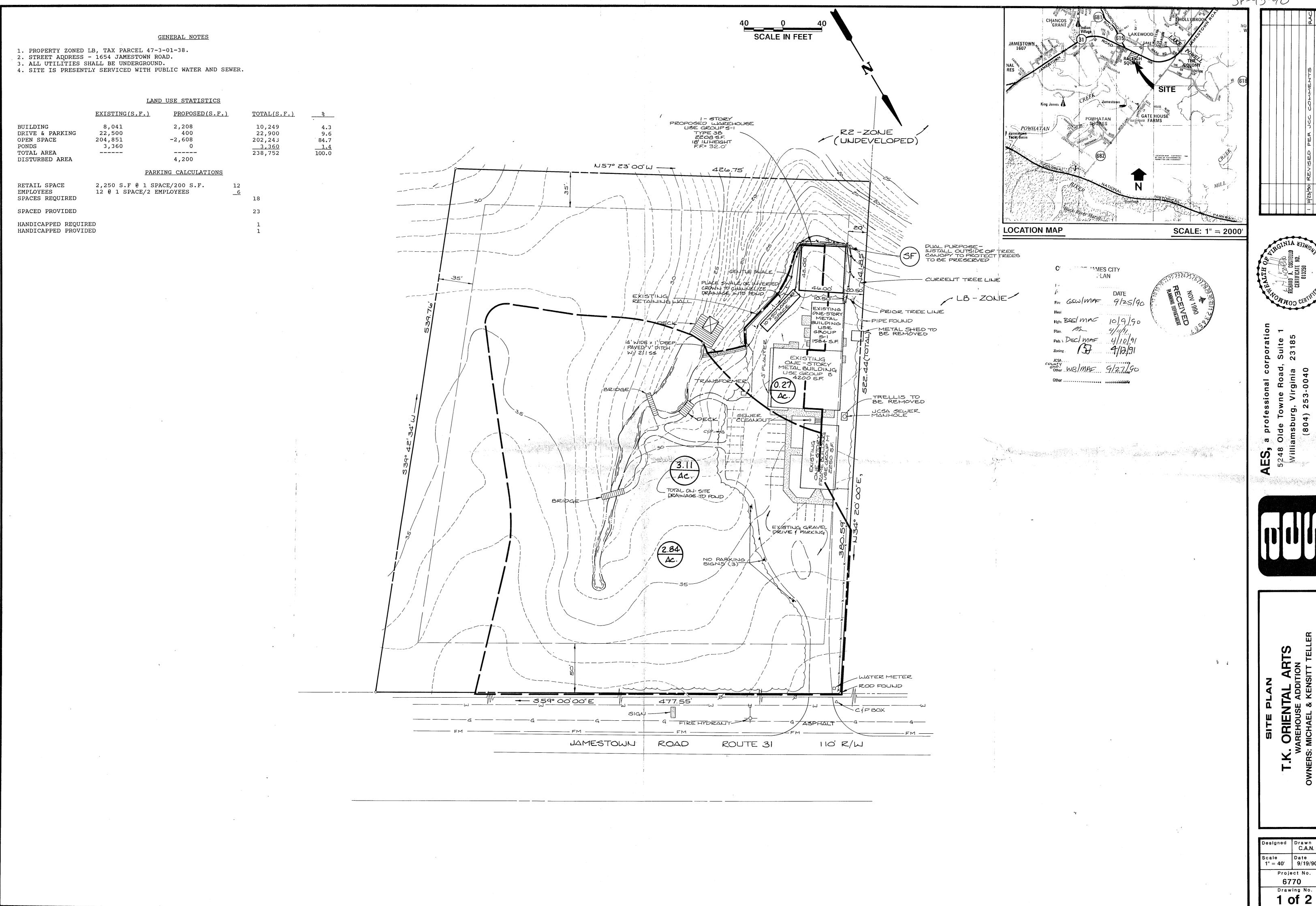
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Scale Date 9/19/90 Project No. 6770
Drawing No.
1 of 2

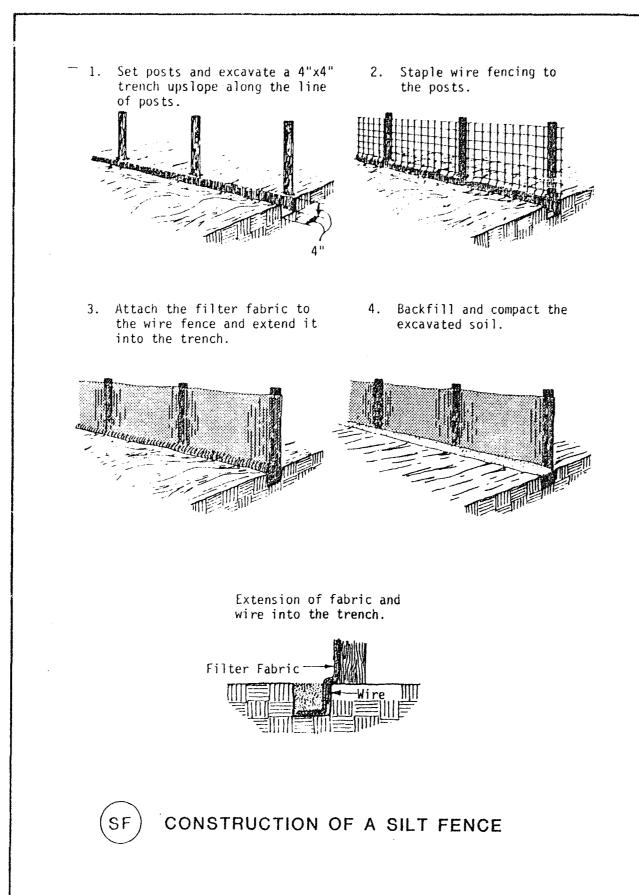


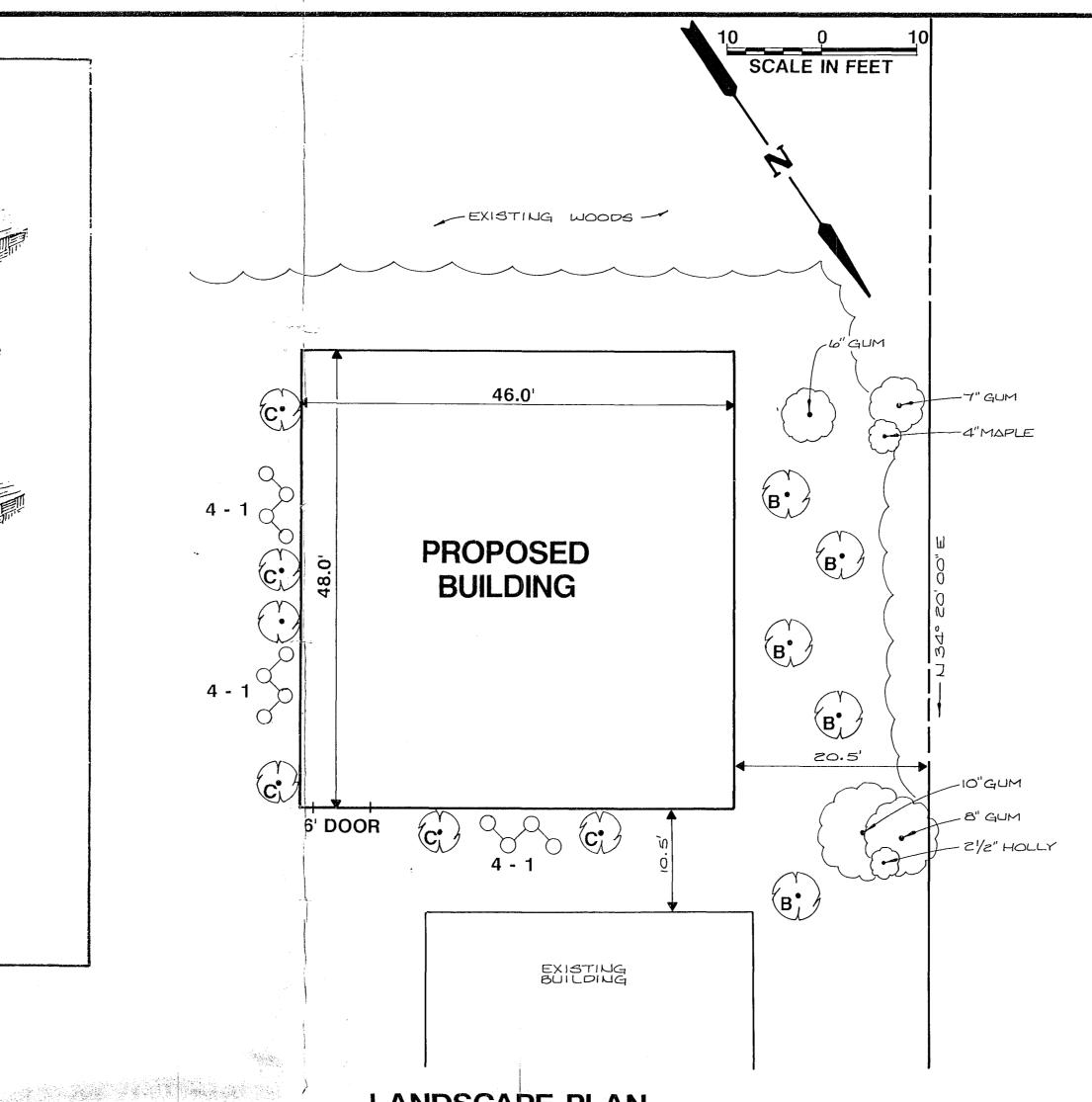
Scale Date 1" = 40' 9/19/90 Project No. Drawing No.

## EROSION AND SEDIMENT CONTROL NOTES

The purpose of the erosion control measures shown on these plans shall be to preclude the transport of all waterborne sediments resulting from construction activities from entering onto adjacent properties or State waters. If field inspection reveals the inadequacy of the plan to confine sediment to the project site, appropriate mulifications will be made to correct any plan deficiencies.

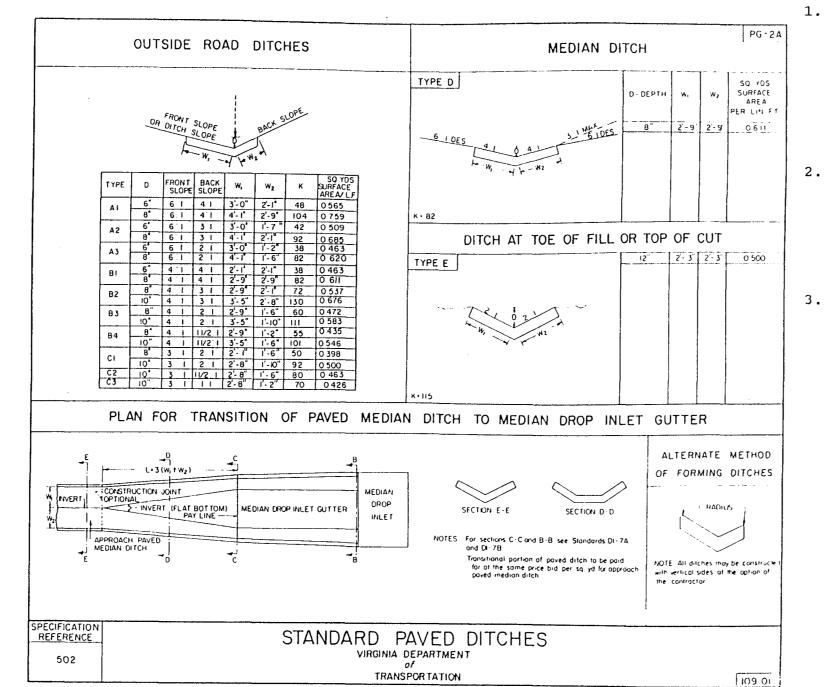
- 1. All erosion and sediment control measures shall be installed and maintained in accordance with the "Virginia Erosion and Sediment Control Handbook". The contractor shall be thoroughly familiar with all applicable measures contained therein which may be pertinent to this project.
- 2. All points of construction ingress and egress shall be protected by a temporary construction entrance to prevent tracking of mud onto public right-of-ways. An entrance permit from VDOT is required prior to any construction activities within State right-of-ways.
- Sediment basins and traps, perimeter dikes, sediment barriers and other measures intended to trap sediment on-site must be constructed as a first step in grading and be made functional before upslope land disturbance takes place. Earthen structures such as dams, dikes, and diversions must be seeded and mulched with 15 days of installation. An on-site pre-construction meeting will be held between the Department of Public Works and the Contractor to identify those measures to be initially installed.
- Maintenance of all erosion and sediment control measures shall be accomplished in accordance with the "Virginia Erosion and Sediment Control Handbook". Maintenance will include the repair of measures damaged by any subcontractor including those of the public utility companies. At the pre-construction meeting, the contractor will supply Public Works with the name of the individual who will be responsible for ensuring maintenance of installed measures on a daily
- Surface flows over cut and fill slopes shall be controlled by either redirecting flows from transversing the slopes or by installing mechanical devices to safely lower water downslope without causing erosion. A temporary fill diversion (Std. & Spec. 1.16) shall be installed prior to the end of each working day.
- 6. Sediment control measures may require minor field adjustments at time of construction to insure their intended purpose is accomplished. Department of Public Works approval will be required for other deviations from the approved plans.
- 7. The contractor shall strip and pile topsoil at the locations shown on this plan or as directed by the engineer. Silt fence shall be placed at the toe of the stockpile after stripping of topsoil is complete.
- 8. The contractor shall complete drainage facilities within 30 days following completion of rough grading at any point within the project. The installation of drainage facilities shall take precedence over all underground utilities. Outfall ditches from drainage structures shall be stabilized immediately after construction of same. This includes installation of erosion control stone where required. Any drainage outfalls required for a street must be completed before street grading begins.
- Permanent or temporary soil stabilization must be applied to all denuded areas within 15 days after final grade is reached on any portion of the site. Soil stabilization must also be applied to denuded areas which may not be at final grade but will remain dormant (undisturbed) for longer than 30 days. Soil stabilization measures include vegetative establishment, mulching and the early application of gravel base material on areas to be paved.
- 10. No more than 300' of canitary sewer, storm sewer, or waterlines are to be open at one time. Following installation of any portion of these items, all disturbed areas are to be immediately stabilized (i.e., the same day).
- 11. If disturbed area stabilization is to be accomplished during the months of December, January, or February, stabilization shall consist of mulching in accordance with Specification 1.75. Seeding will then take place as soon as the season permits.
- 12. The term Seeding, Final Vegetative Cover or Stabilization, on this site plan shall mean the successful germination and establishment of a stable grass cover from a properly prepared seedbed containing the specified amounts of seed, lime, and fertilizer in accordance with Specification 1.66, Permanent Seeding. Irrigation shall be required as necessary to ensure establishment of grass cover.
- 13. All slopes steeper than 3:1 shall require the use of erosion control blankets such as excelsior blankets to aid in the establishment of a vegetative cover. Installation shall be in accordance with Specification 1.75, Mulching and Manufacturer's Instructions.
- 14. Inlet protection in accordance with Specification 1.08 shall be provided for all storm drain inlets as soon as practical following construction of same.
- Temporary liners, such as polyethylene sheets, shall be provided for all paved ditches until the permanent concrete liner is installed.
- 16. Paved ditches shall be required wherever erosion is evident. Particular attention shall be paid to those areas where grades exceed 3%.
- 17. Temporary erosion control measures are not to be removed until all disturbed areas are stabilized. After stabilization is complete, all measures shall be removed within 30 days. Trapped sediment shall be spread and seeded.
- 18. Off-site waste or borrow areas shall be approved by James City County prior to the import of any borrow or export of any waste to or from the project site.
- All paved and/or piped outfalls will be constructed before road grading and utility installation begins.
- Wetland permits for the portions of spine road and drainage basins that are within jurisdictional wetland will be obtained and submitted to the office of Code Compliance prior to approval of the Land Disturbing Permit.
- A Land Disturbing Permit and Siltation Agreement, with surety, are required for this project.
- A preconstruction conference shall be held on-site between the County, the Developer, the Project Engineer and the Contractor prior to issuance of a Land Disturbing Permit. The Contractor shall submit a narrative plan to the County prior to the preconstruction conference detailing the sequence of construction for the project, including installation of erosion control measures.



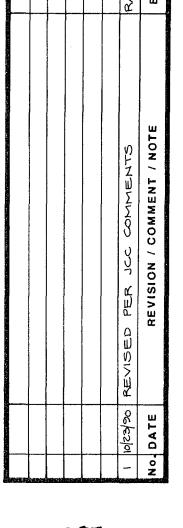


LEGEND	NUMBER	LANDSCAPED AREA	REQ. DECID.	TREE MINIMAN EVER.	ORN.	TOIAL	TREE SIZE 2-1/2"	REQ. EVER.	SHRUBS. TOTAL	NOIFS
		SIDE & REAR YARDS - 1020 S.F. 1 TREE & 3 SHRUBS/400 S.F.	NONE REQ.	25% 0 REQ.	15 - 25% 0 REQ.	3 REQ.	35% Gross 1 REQ.	25% 3 REQ.	12 REQ.	
A 1	5 12	EXISTING JUNIPER	5		1	6	5	12	12	18" IN HEIGHT
		BUILDING PERIMETER - 2280 S.F. 1 ORN. OR 5 SHRUBS/200 S.F.			0 - 100%	9 REQ.	-	0 - 100% 4 REQ.	12 REQ.	
B C	5 6	CRAPEMYRILE PYRACANIHA			<b>4</b> 5	4 5				8' IN HEIGHT 8' IN HEIGHT

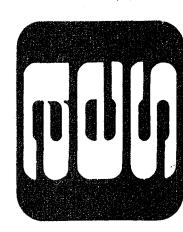
## LANDSCAPE NOTES



- ALL TREES TO BE PRESERVED SHALL BE PROTECTED BEFORE, DURING AND AFTER THE DEVELOPMENT PROCESS IN ACCORDANCE WITH SPECIFICATIONS CONTAINED IN THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK. A TEMPORARY FENCE OR BARRIER SHALL BE LOCATED AND MAINTAINED OUTSIDE THE DRIPLINE OF ALL TRESS TO BE PRESERVED BEFORE COMMENCEMENT OF CLEARING AND GRADING. NO MATERIAL, DEBRIS, FILL, VEHICLES OR EQUIPMENT SHALL BE STORED WITHIN THE FENCE ENCLOSURE, NOR SHALL THE TOPSOIL LAYER BE DISTURBED.
- ALL REQUIRED PLANTINGS SHALL CONFORM WITH THE MOST RECENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND SHALL BE PLANTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF GUIDELINES FOR PLANTING LANDSCAPE TREES AND PLANTING AND CARE OF TREES AND SHRUBS PUBLISHED BY THE VIRGINIA COOPERATIVE EXTENSION SERVICE.
- THE EXISTING TREES ON SITE ARE PART OF A MATURE HARDWOOD FOREST CONSISTING OF GENERALLY HARDWOODS AVERAGE 8"-10" IN DIAMETER WITH SOME PINES.







Designed Drawn C.A.N. NOTED | 9/19/90 Project No. 6770 Drawing No. 2 of 2

## TABLE 3

## WORKSHEET FOR BMP POINT SYSTEM

A. STRUC	TURAL	BMP	POINT	ALLOCATION
----------	-------	-----	-------	------------

<u>в</u> мр	BMP Points		Site Served by BMP		Weighted BMP Points
PONO TYPE 5	6.0	X.	,56	-	3,36
		×		-	
		x		-	
		×		-	
	TOTAL WEIGHTED ST	IRUC	TURAL BMP POINT	S:	

B. NATURAL OPEN SPACE CREDIT

Fraction of Site		Natural Open Space Credit		Points for Natural Open Space
85%	×	85 (O,1) (0.1 per 1%)	-	8.5

C. TOTAL WEIGHTED POINTS

3.36 + 8.5 - 11.86

Structural BMP Points Natural Open Space Points TOTAL

6770 TK ORIENTAL ARTS OCT 4, 1990 ELA

:.  $Q_{2}=.75(5.5).27 = 1.11 \text{ CFS}$   $Q_{10}=.75(7.0).27 = 1.4-2 \text{ CFS}$ BECAUSE SLOPE=10% WE MUST PAVE DITCH  $V_{10}=8.5 \text{ FPS}$  D=3.5

STRUCTURAL BMP AMALYSIS

AREA DRAINING TO POND = 135,472 SF

POND AREA = 4299 SF

ASSUME POND DEPTH TO BE = 1 (THIS IS VERY CONSERVATIVE)

RUNOFF FACTOR = 3

WILL THE POND HOLD 1/2'/AC RUMOFF VOL?  $V = C(1/2'') A = (.3)(.5/12) 135,472 = 1693FT^3 MUST BE STORES$  $V = (A)(D) = (4299)(1) = 4299FT^3 IS AVAILABLE$ 

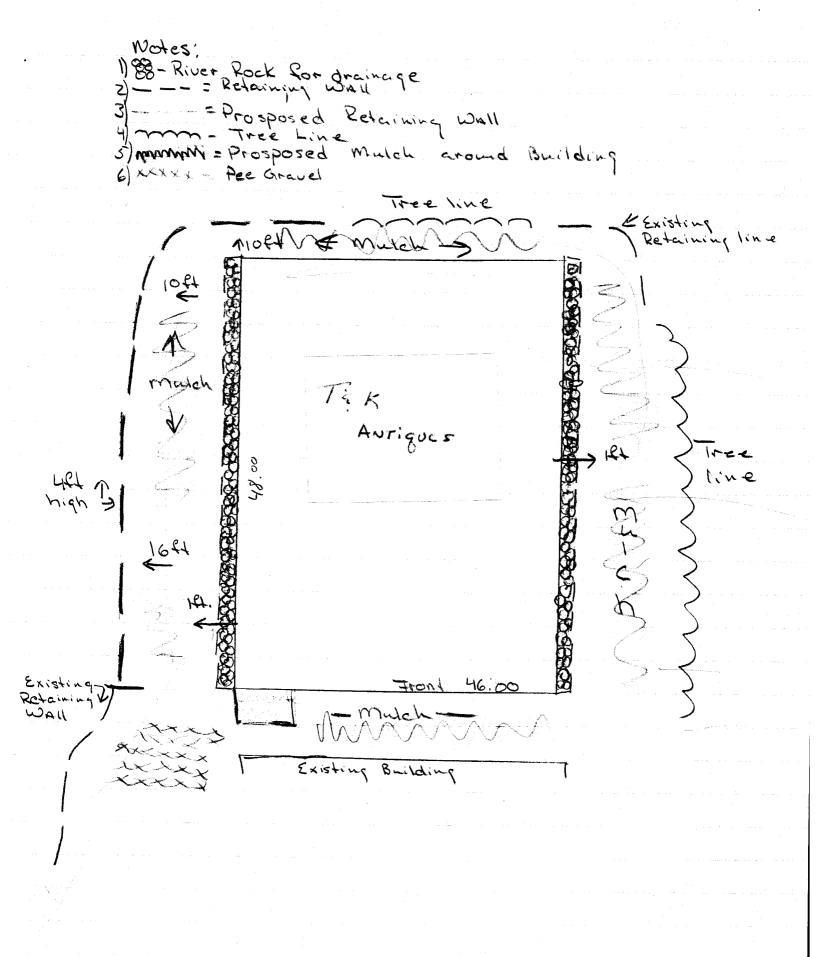
: THIS CAN BE ANALIZED AS A TYPE 5 P OND BMP POINTS =6

STRUCTURAL BMP ANALYSIS

DRAINING TO POPD = 140801 SF AREA POND DEPTH TO BE = 19 SF POND (THIS IS VERY CONSERVA ASSUME FACTOR POND HOLD 12"/AC RUNOFF VOLUME WILL THE V=C(1/2")A = (.3)(.5/12) 140,801 = 1760 FT3 MUST BE STORE  $V = (A)(D) = (4299)(1) = 4299FT^3$  15 AVAILABLE .. THIS CAN BE ANALIZED A Aڪ TYPE 5 BMP POINTS -6

1/2"/imp acce
1/2 ac imp x ½" x 1/2 = 908 64 ft

bldg alone. need 92 cf. storage



## TRANSMITTAL

**DATE:** 

November 1, 1990

TO:

CODE COMPLIANCE, Darryl Cook

FROM:

Mike Freda, Planner

**SUBJECT:** 

SP-93-90. TK Oriental Arts Warehouse Addition (amendment)

Marian III

**ITEMS ATTACHED:** 

Revised site plan

**INSTRUCTIONS:** 

Please review and initial if approved

**RETURN REQUIRED BY:** 

November 7, 1990

**AGENCY'S COMMENTS:** 

1. Either direct the drainage from the addition to the existing pond or provide a BMP for the runoff from the addition. A maintenance agreement must be executed with the country for the BMP.

## TRANSMITTAL

DATE:

April 15, 1991

<u>TO</u>:

**FIRE** 

REAL ESTATE ASSESSMENTS\*

**VDOT** 

CODE COMPLIANCE

FROM:

Mike Freda, Planner

**SUBJECT:** Case No. SP-93-90. TK Oriental Arts Warehouse Addition

**ITEMS ATTACHED:** 

approved site plan for your files

\*case file

**INSTRUCTIONS:** 

\*forward case file to Records Management

**RETURN REQUIRED BY:** 

**AGENCY'S COMMENTS:** 



### **ENGINEERING**

#### SURVEYING

October 23, 1990

Paul C. Small, P.E., P.L.S. Richard A. Costello, P.E. Andrew M. Snyder, P.E. G. Archer Marston, III, P.E. G. T. Wilson, Jr., C.L.S. Steven O. Wigley, P.E. Michael A. Matthews, P.E. Linda M. Smith

Mr. Michael A. Freda James City County Planning P.O. Box JC Williamsburg, VA 23187

RE:

TK Oriental Arts - Warehouse Addition

AES Project No. 6770

## Dear Michael:

The following is an itemized letter of response to your comment letter dated October 12, 1990 regarding the above referenced project. AES is resubmitting these plans for final approval.

## Division of Code Compliance

- 1. A note to this effect can be found under the sediment and erosion control notes.
- A note to this effect is also located in the sediment and erosion control notes.
- 3. This plan does meet the requirements of Section 19B-10D of the Chesapeake Bay ordinance. A BMP worksheet illustrating the site's adequacy is enclosed.

## Planning Division

- 1. These site statistics have been incorporated into the land use statistics on Sheet 1.
- The existing plan has sufficient notes.
- 3. The owner has indicated that the metal shed will be removed.
- 4. The owner has indicated that the canopy will be removed.
- 5. The owner has indicated that the parking plan is correct. Some customers prefer to park in the shade; therefore, no-parking signs will be provided to curtail improper parking.
- 6. The warehouse loading area is now displayed on the plans.
- 7. We have revised the existing building use to the previously approved uses.

If you have any questions, please feel free to call.

Sincerely,

AES, a professional corporation

Richard A. Costello, P.E.

6770J23.RAC Enclosure

> 5248 Olde Towne Road, Suite 1 Williamsburg, Virginia 23188

Office 804-253-0040 FAX No. 804-220-8994

## TABLE 3

## WORKSHEET FOR BMP POINT SYSTEM FOR T.K., ORIENTAL ARTS

A.	STRUCTURAL	BMD	POINT	AT.	LOCA	MOIT
----	------------	-----	-------	-----	------	------

	BMP	BMP Points	-	Praction of Site Served by BMP		Weighted BMP Points
	POND TYPE 5	6.0	"	.46_	,« <del>,</del>	2.8
			× _		. <b>-</b>	
			× .			
			×			
В.	NATURAL OPEN SPACE C	REDIT				
	Fraction of Site	Natural Open Space Cr	edit	Points Natural O		pace
	<u>85%</u> ×	85 (0.1) (0.1 per 1)	7	- 8.5		<b>V</b>
c.	TOTAL WEIGHTED POINT	:5				
	2.8		8.5		<b>"</b> _	11.3
	Structural BMP Point	s Natural	Open	Space Points		TOTAL

## CODE COMPLIANCE PLAN REVIEW COMMENTS TK ORIENTAL ARTS WAREHOUSE ADDITION PLAN NO. SP-93-90 September 28, 1990

- 1. A Land Disturbing Permit and Siltation Agreement, with surety, are required for this project.
- 2. A preconstruction conference shall be held on-site between the County, the Developer, the Project Engineer and the Contractor prior to issuance of a Land Disturbing Permit.
- 3. Provide a stormwater management plan that meets the requirements of Section 19B-10.D of the Chesapeake Bay Ordinance.

0367C 4995c

## TRANSMITTAL

**DATE:** 

September 20, 1990

<u>TO:</u>

CODE COMPLIANCE, Darryl Cook

REAL ESTATE ASSESSMENTS

FIRE

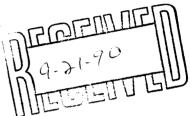
FROM:

Mike Freda, Planner

**SUBJECT:** SP-93-90. TK Oriental Arts Warehouse Addition

ITEMS ATTACHED:

Site plan



**INSTRUCTIONS:** 

Please review and comment or initial if approved

**RETURN REQUIRED BY:** 

September 27, 1990

**AGENCY'S COMMENTS:** 

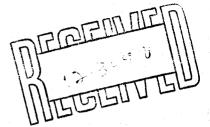
## TRANSMITTAL

DATE:

December 3, 1990

<u>TO:</u>

CODE COMPLIANCE, Darryl Cook



FROM:

Mike Freda, Planner

SUBJECT:

SP-93-90. TK Oriental Arts Warehouse Addition

ITEMS ATTACHED:

Revised site plan

**INSTRUCTIONS:** 

Please review and initial if approved

RETURN REQUIRED BY:

December 7, 1990

## **AGENCY'S COMMENTS:**

Plan is acceptable.

-Before final approved can be granted, a maintenance agreement must be executed between the owner and the country to guarantee maintenance of the BMP facility.

Maint Agent approved 4/10/11 DEC 12/4/90



November 28, 1990

Mr. Michael A. Freda James City County Planning P. O. Box JC Williamsburg, Virginia 23187

RE: TK Oriental Arts Warehouse Addition

AES Project No. 6770

Dear Michael:

In your letter dated November 14, 1990, the Division of Code Compliance requested that the drainage from the building addition of the above-referenced project be diverted into the existing pond in order to preserve water quality. A swale and paved ditch have been incorporated into the site plan to carry as much runoff as possible into the pond.

Enclosed is a BMP worksheet which shows that the site yields a BMP point total of 11.86. Please review these plans for final approval.

If you have any questions, please feel free to call.

Sincerely,

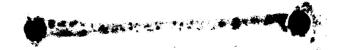
AES Consulting Engineers

Eink Seon alla Erik L. Allen

ELA/sgc Enclosure

6770K28.ELA





## DEPARTMENT OF DEVELOPMENT MANAGEMENT

P.O. Box JC Williamsburg, Virginia 23187-3627

COUNTY GOVERNMENT CENTER, 101E MOUNTS BAY ROAD

Development Manager (804) 253-6671

Code Compliance 253-6626

County Engineer 253-6678

Planning 253-6685

Integrated Pest Management 253-2620

September 8, 1992

Mr. Douglas S. Favre United States Fidelity & Guaranty 20 South King Street Hampton, VA

RE: T.K. Oriental Arts Warehouse Addition

Dear Mr. Favre:

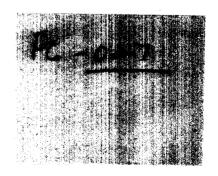
The purpose of this letter is authorize release of the \$2000 Erosion Control Bond No. 66-0130-10421-91-6 posted to guarantee the completion of erosion control measures for the above referenced project. All disturbed areas have been satisfactorily stabilized in accordance with the approved plans and the Siltation Agreement.

Sincerely,

Darryl E. Cook

Development Engineer

cc: T.K. Oriental Arts, Inc.



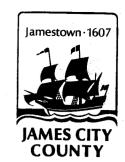
Fax: (804) 253-6663

James City County
Department of Code Compliance
P.O. Box JC
Williamsburg, VA 23187

Piliosia 490 CEC 8-14-90

## LAND DISTURBING PERMIT

Application



GEO 314

LANDOWNER
NAME Michael and Kensett Tellerdate 4-3-91
ADDRESS (STREET) 1654 JAMESTOWN Rd WMSbg
P.O. BOX ———————————————————————————————————
PROJECT SP-93-90 - TK Oncentral antique
LOCATION (USE STREET ADDRESS) 1654 JAMES TOWN Rd/
TOTAL SIZE OF TRACT OR LOT 5.5 AC
TOTAL AREA TO BE DISTURBED 0.25 AC.
DESCRIPTION OF LAND DISTURBING ACTIVITY
bring in top Soil to building
up grade

## RIGHT OF ENTRY

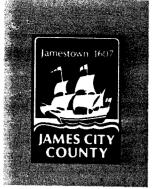
Bldg 2 - Gean Scott

## PLAN IMPLEMENTATION

I. Kennett Toller	<u>Signature)</u> certify that I fully
understand the provisions of the James	
Sediment Control Ordinance and agree to	
sedimentation control plan on the above-	
that the approved erosion and sedimentation	
on <u>Detolur 3, 1991</u>	
Chapter 5A of the County Code shall be a	allowed unless and until an additional
or updated erosion and sedimentation of	control plan has been submitted and
approved in accordance with Chapter 5A	or unless all requirements of the
approved control plan have been comple	eted by October 3,1991; in
accord with such plan and verified	by the on-site inspection by the
Administrator or his designee.	
(For office	use only)
PERMIT NO. $91-48$	BOND AMOUNT \$ $200.00$
PERMIT NO. 91-48  REVIEWED BY Darry Elack	DATE 4/5/91
SPECIFIC REQUIREMENTS	
APPROVED BY Remarcharmen	ADMINISTRATOR - EROSION AND SEDIMENT
DATE 4-8-9/	CONTROL ORDINANCE
Renewal of E&S plan, requested by?	
(Kingoht Toll)	
Renewal Reviewed By:	Renewal Date:
Darryl E. Cook	10-1-91
Renewal Approved By:	Updated Erosion and Sedimentation Control Plan becomes null and void on: 4-3-92
Bernard M. Farmer Jr Admilistrator Erosion and Sedimentment Control Ordinance	

# ATTACHMENT FOR RENEWAL OF LAND DISTURBING PERMIT NO. 91-48

Renewal of E&S plan requested by:	
Renewal Reviewed By:	Renewal Date:
Darryl E. Cook	3-19-92
Renewal Approved By:  Bernard M. Farmer, Jr., Administrator Erosion and Sediment Control Ordinance	Updated erosion and sedimentation control plan becomes null and voion: 10-3-92



## DEPARTMENT OF DEVELOPMENT MANAGEMENT

P.O. Box JC Williamsburg, Virginia 23187-3627

COUNTY GOVERNMENT CENTER, 101E MOUNTS BAY ROAD

Development Manager (804) 253-6671

Code Compliance 253-6626 February 25, 1992

County Engineer 253-6678

Planning 253-6685

Integrated Pest Management 253-2620

Mr. and Mrs. Michael Teller 1654 Jamestown Road Williamsburg, VA 23185

RE: T. K. Oriental Antiques

Dear Mr. and Mrs. Teller:

Your Erosion Control Plan and Land Disturbing Permit for the above-referenced project expires on April 3, 1992. As construction is not yet complete and all disturbed areas are not stabilized, it will be necessary to extend the plan and permit. Because your existing plan is adequate, submission of an updated Erosion Control Plan is not required.

Please sign the attached permit where indicated and return to this office. This application for a renewed permit and plan must be received by March 27, 1992. Otherwise, the Erosion Control Plan becomes void, and the Land Disturbing Permit will be revoked. If the plan becomes void, no further land disturbing activities will be allowed and no further permits will be issued by the County until the plan is reapproved.

Please call me if you have any questions.

Sincerely,

Jean Scott

Management Assistant

Jean Scoti

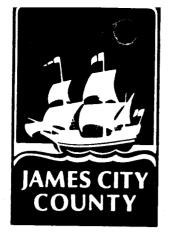
JS/tlp 0365C 5302c

Attachment

Fax: (804) 253-6663

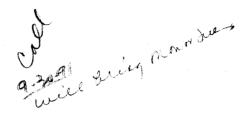
Mailing Address: P.O. Box JC Williamsburg, Va. 23187-3627

Development Manager (804) 253-6671 Code Compliance 253-6626 County Engineer 253-6678 Planning 253-6685



# DEPARTMENT OF DEVELOPMENT MANAGEMENT COUNTY GOVERNMENT CENTER, 101 MOUNTS BAY ROAD

September 4, 1991



Mr. and Mrs. Michael Teller 1654 Jamestown Road Williamsburg, VA 23185

RE: T. K. Oriental Antiques

Dear Mr. and Mrs. Teller:

Your Erosion Control Plan and Land Disturbing Permit for the above-referenced project expires on October 3, 1991. As construction is not yet complete and all disturbed areas are not stabilized, it will be necessary to extend the plan and permit. Because your existing plan is adequate, submission of an updated Erosion Control Plan is not required.

Please sign the attached permit where indicated and return to this office. This application for a renewed permit and plan must be received by September 26, 1991. Otherwise, the Erosion Control Plan becomes void, and the Land Disturbing Permit will be revoked. If the plan becomes void, no further land disturbing activities will be allowed and no further permits will be issued by the County until the plan is reapproved.

Please call me if you have any questions.

Sincerely,

Jean Scott

Management Assistant

Jean Scott

JS/bkh 0365C 5175c

Attachment

## COUNTY OF JAMES CITY, VIRGINIA EROSION AND SEDIMENTATION CONTROL BOND

	Bond No. 66-0130-10421-91-6
KNOW ALL MEN BY THESE PRESENTS:  Teller, Principal Guaranty Company, as S unto James City County, Virginia, Ot Virginia, in the Penal Sum of Two Thous for the payment hereof to the Obligee, executors, administrators, successors and itself, its successors, and assigns presents and to each hereby waive our ho and obligation.	, the Principal binds its heirs, and assigns, and the Surety binds severally and jointly by their
WHEREAS, the Principal desires County, Virginia, a certain erosion pursuant to the terms of the Code of th (and any amendment thereto) for a projec Building C - Case #SP-93-90 Tk O 1654 Jamestown Road, Williamsburg, order to have said plan approved, said all terms and provisions of said code.	ie County of James City, Virginia,
NOW, THEREFORE, THE CONDITION if the above Principal shall satisfact sedimentation control measures in according to the Code of the Code of the Code Sedimentation Control, and shall fully Obligee from all costs and damages which of the Principal's failure to do so the otherwise to remain in full force and ef	inty of James City, Erosion and individual indemnify and save harmless the high the Obligee may suffer by reason the this obligation shall be void,
PROVIDED FURTHER, that this is hereby waives notice of any extension Principal.	a continuous bond and the Surety hereunder granted by Obligee to
CORPORATI	ON:
(Impress Corporate Seal here)  ATTEST:  BY Dd Fave	Principal  BY President
INDIVIDUAL OR PART	TNERSHIP:
	Kensett Celler
(Impress Corporate Seal here)	Principal  Michael Tollin  Bryindikal west (eller  Has Attonney In fact  United States Fidelity & Guaranty
DA Favre Witness	BY Surety Attorney in Factly
Douglas S. Favre 20 South King Street, Hampton, VA Name & Address of Resident Agent	Baltimore, Maryland Address of Home Office

POWER OF ATTORNEY MUST BE ATTACHED

03580

Rev. 8-89

## CERTIFIED COPY

# GENERAL POWER OF ATTORNEY No. 103204

Know all Men by these Pres That UNITED STAT State of Maryland, and having	ES FIDELITY AND G			ration organized and exi e of Maryland, does he	• /	
		Michel	le Gipson			
of the City of its true and lawful attorney	Hampton in and for the State	of V	, State of Virginia	Virginia		
for the following purposes, to	wit:					
To sign its name as sur all acts and things set forth COMPANY, a certified copy FIDELITY AND GUARANT	in the resolution of the of which is hereto ann	Board of Dire	ctors of the said U le a part of this Po	wer of Attorney; and t	ELITY AND GUARA he said UNITED STA	ATES
		Michel	le Gipson			
sealed with its corporate seal,	, the said UNITED STA	ATES FIDELI		TY COMPANY has ca Assistant Secretary, this	10.1	to be
			UNITED ST	ATES FIDELITY AND	GUARANTY COMPA	ANY.
		(Signed)	By	Jerome W. Dobb	yn Vice-President	· · · · · · · !.
(SEAL)		(Signed)		Paul D. Sims	Assistant Secretary	· · · · · · · · · · · · · · · · · · ·
STATE OF MARYLAND. BALTIMORE CITY,	55:		·			
	day of  J. Dobbyn  Lul D. Sims  nted, who being by me s  acknowledge  UARANTY COMPANY	, Vi everally duly s d the san re respectively	sworn, said that they ne before me the Vice-President	UNITED STATES FID  Assistant Secretary of the said Jerome and the Assistant Secretary	said Company, with bo W. Dobbyn ctary of the said UNI	NTY oth of TED

that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President

(Signed)

Margaret M. Hurst

Notary Public.

FS 3 (1-87)

(SEAL)

and Assistant Secretary, respectively, of the Company April My commission expires the first day in 168, A. D. 19..93

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, MICHAEL C. TELLER, IV, do hereby make, constitute and appoint KENSETT F. TELLER as my true and lawful attorney-in-fact for me and in my name, place and stead, to sell, assign and transfer securities, to ask, demand, sue for, receive and recover, of and from all corporations, associations, trusts and persons whatsoever, all and every sum or sums of money due and owing, or that may become due and owing to me on any and every account, whether due or to become due, and give receipts for the same, or, at her discretion to compound or compromise for the same, and give discharges; to sign any bond, deed, obligation, contract or other paper; to endorse promissory notes and to renew the same from time to time; to draw upon any bank or banks or any corporations, associations or individuals for any sum or sums of money that may be to my credit or which I may be entitled to receive, as I might or could do; to enter any safe deposit box standing in my name or to which I may have access; to sell any part or parts of my real or personal estate, or any interest which I may have in any real or personal estate, wheresoever situated; to make all necessary deeds and conveyances thereof, with all necessary covenants, warranties and assurances, and to sign, seal, acknowledge and deliver the same; and to do all such other acts, matters and things in relations to all or any part of or interest in my property, estate, affairs or business of any kind or description, in the State of Virginia or elsewhere, as I myself might or could to if acting personally.

This power of attorney shall not terminate on disability, incompetence or incapacity on my part, and all acts done by my attorney-in-fact pursuant to this power during such disability, incompetence or incapacity shall bind me as fully as if I were not subject to such disability. I hereby ratify and confirm all lawful acts done by my said attorney by virtue hereof.

WITNESS the following signature and seal this 23rd day of March , 1989.

MICHAEL C. TELLER, IV

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of March, 1989 by Michael C. Teller, IV.

Joan E. Miller NOTARY PUBLIC SILTATION AGREEMENT

### WITNESSETH:

WHEREAS, Developer, desires approval of plans by the Director of Code

Compliance for the County of James City, for a project known

The County of James City, for a project known

The County of James City, which plans include provision of siltation and erosion control measures as required by Chapter 5A of the Code of the County of James City, Virginia, and

WHEREAS, County desires to ensure the installation, maintenance and

adequate performance of such control measures,

NOW THEREFORE, for and in consideration of the foregoing premises and

the following terms and conditions, and in further consideration of the approval of the aforesaid plans by the County and the issuance of permits for the work proposed to be done thereunder the parties hereto agree as follows:

1. Developer has either:

a.	deposited with Agent, and Agent by this execution hereof acknowledges that he holds, the sum of
	dollars (\$) in escrow
	under and subject to the terms of this agreement, or;
b.	has furnished the County an irrevocable letter of credit or
	bond with corporate surety, whose terms and conditions are
	acceptable in substance and in form to the County Attorney,
	in the sum of 2,000 two thousand dollars
	(\$), which letter of credit or bond is

The deposit, letter of credit or bond is designed to insure performance of the Developer's obligations and to insure reimbursement to the County in the event that it performs work or causes work to be performed pursuant to paragraphs 2, 3 and 4 of this agreement.

under and subject to the terms of this agreement.

2. In the event measures for the control of siltation and/or erosion as provided for on the plans referred to herein, or on any approved revision thereof, are not constructed at or prior to the occurrence of any rainstorm or other phenomena actually causing any siltation or erosion, County or its authorized agent shall have the right to enter upon Developer's property and construct such measures or do such other work as may be necessary to prevent further erosion or siltation, provided that County shall first give notice in writing to Developer or his superintendent of its intent so to do.

- 3. In the event measures for the control of siltation and/or erosion have been constructed, but fail, through overload and/or inadequate maintenance, to perform the function for which they were intended, County or its authorized agent, may in like manner to 2 above, enter to perform such reconstruction or maintenance as may be necessary to restore performance in accord with the plans, or approved revisions thereof, upon giving notice in writing to Developer or his superintendent of its intent so to do.
- 4. In the event there occurs siltation and/or erosion from the property covered by the plans referred to herein in sufficient quantity adversely to affect downstream drainage, or travel on any street, road, highway or other public way, then County may take such steps as may be necessary to restore functions to the affected drainage or travel way.
- 5. In the event County determines work shall be performed or causes to be performed work of any nature, including labor, use of equipment, and materials, under the provisions of 2, 3 and 4 above, either by County forces or contract, Agent shall draw and disburse to County on its order such sum or sums as may be requested, provided, however, that Agent's liability so to disburse shall be limited to the undistributed balance in its hands of:
  - a. the escrow amount, or
  - b. the letter of credit, or
  - c. the bond

Such surety may be drawn in total, if at the time the surety is to expire, all improvements are not complete and surety has not been adequately extended or replaced to ensure completion of the improvements. A notice that such draw has been made shall be delivered or mailed by County to Developer.

- 6. In the event Agent makes disbursement pursuant hereto, Developer agrees to deposit within ten (10) days of such disbursement, an amount sufficient either:
  - to restore escrow amount to its original balance as shown in paragraph 1; or
  - b. to furnish an additional letter of credit in the amount of the draft; or
  - c. to secure such additional bonds as to restore same to its original balance as shown in paragraph 1.
- 7. It is expressly agreed by all parties hereto that it is the purpose and intent of this agreement to ensure the installation, maintenance, and performance of measures provided for on approved plans or revisions thereof, for the control of siltation and erosion, and for the restoration of function of facilities for drainage or vehicular travel if such facilities are adversely affected in their function by siltation or erosion from the property the subject of such plans. This agreement shall not be deemed to create or affect any liability of any party hereto for any damage alleged to result from or be caused by erosion or siltation.
  - 8. It is expressly agreed by the parties hereto that either:

- a. the escrow amount shall be held by Agent unless distributed in accordance with 5 above, or paid to County as part of the cost to complete improvements required by ordinance and/or agreement, or released in writing by County, through its agent, the Director of Code Compliance; or
- b. the letter of credit or bond shall be held by Agent unless distributed in accordance with 5 above, or paid to County as part of the cost to complete improvements required by ordinance and/or agreement, or released in writing by County, through its Agent, the Director of Code Compliance.

(SEAL)

Joan E. Miller

BY: X By Kingett Tollus

Agent

Agent

BY: Bernard Farmer

Approved as to form:

County Attorney

03590

Rev.11-89

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, MICHAEL C. TELLER, IV, do hereby make, constitute and appoint KENSETT F. TELLER as my true and lawful attorney-in-fact for me and in my name, place and stead, to sell, assign and transfer securities, to ask, demand, sue for, receive and recover, of and from all corporations, associations, trusts and persons whatsoever, all and every sum or sums of money due and owing, or that may become due and owing to me on any and every account, whether due or to become due, and give receipts for the same, or, at her discretion to compound or compromise for the same, and give discharges; to sign any bond, deed, obligation, contract or other paper; to endorse promissory notes and to renew the same from time to time; to draw upon any bank or banks or any corporations, associations or individuals for any sum or sums of money that may be to my credit or which I may be entitled to receive, as I might or could do; to enter any safe deposit box standing in my name or to which I may have access; to sell any part or parts of my real or personal estate, or any interest which I may have in any real or personal estate, wheresoever situated; to make all necessary deeds and conveyances thereof, with all necessary covenants, warranties and assurances, and to sign, seal, acknowledge and deliver the same; and to do all such other acts, matters and things in relations to all or any part of or interest in my property, estate, affairs or business of any kind or description, in the State of Virginia or elsewhere, as I myself might or could to if acting personally.

This power of attorney shall not terminate on disability, incompetence or incapacity on my part, and all acts done by my attorney-in-fact pursuant to this power during such disability, incompetence or incapacity shall bind me as fully as if I were not subject to such disability. I hereby ratify and confirm all lawful acts done by my said attorney by virtue hereof.

WITNESS the following signature and seal this 23rd day of March , 1989.

MICHAEL C. TELLER, IV

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of March, 1989 by Michael C. Teller, IV.

Joan E. Miller NOTARY PUBLIC INSPECTION/MAINTENANCE OF RUNOFF CONTROL FACILITY

34<sup>3</sup>0

THIS DE	CLARATION, made this <u>5th</u> day of	April 1991
	ichael and Kensett Teller	_, and all successors
in interest	t, hereinafter referred to as the "COVE	
the		following
property:	1654 Jamestown Road	
	Williamsburg, VA 23185	(KO)
Tax Par	(cel (47-3)(1-38), located apprex. 70	00 heet east of Jamestown Rd+
and James C	ity County, Virginia, hereinafter referr	ed to as the "COUNTY." Ironk und
		intersection

## WITNESSETH:

We, the COVENANTOR(S), with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the COUNTY as follows:

- 1. The COVENANTOR(S) shall provide maintenance for the runoff control facility, hereinafter referred to as the "FACILITY," located on and serving the above-described property to ensure that the FACILITY is and remains in proper working condition in accordance with approved design standards, and with the law and applicable executive regulations.
- 2. If necessary, the COVENANTOR(S) shall levy regular or special assessments against all present or subsequent owners of property served by the FACILITY to ensure that the FACILITY is properly maintained.
- 3. The COVENANTOR(S) shall provide and maintain perpetual access from public rights-of-way to the FACILITY for the COUNTY, its agent and its contractor.
- 4. The COVENANTOR(S) shall grant the COUNTY, its agent and its contractor a right of entry to the FACILITY for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the FACILITY.
- 5. If, after reasonable notice by the COUNTY, the COVENANTOR(S) shall fail to maintain the FACILITY in accordance with the approved design standards and with the law and applicable executive regulations, the COUNTY may perform all necessary repair or maintenance work, and the COUNTY may assess the COVENANTOR(S) and/or all owners of property served by the FACILITY for the cost of the work and any applicable penalties.
- 6. The COVENANTOR(S) shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation or use of the FACILITY.

- The COVENANTOR(s) shall promptly notify the COUNTY when the COVENANTOR(S) legally transfers any the of COVENANTOR(S)' responsibilities for the FACILITY. The COVENANTOR(S)' shall supply the COUNTY with a copy of any document of transfer, executed by both parties.

o. The covenants contained herein shall run with the land and shall
bind the COVENANTOR(S) and the COVENANTOR(S)' heirs, executors,
administrators, successors and assignees, and shall bind all present and
subsequent owners of property served by the FACILITY.
9. This COVENANT shall be recorded in the County Land Records.
IN WITNESS WHEREOF, the COVENANTOR(S) have executed this DECLARATION
OF COVENANTS as of this 5th day of April , 19 91
1922
COVENANTOR(S)
ATTEST:  MISHAEL TELLER HIS ATTONNEY IN
HIC Detton NEW TW
ma H () va )
Mary A. Jackson
COVENANTOR(S)
$\tau / 2$
AMILIT ILLIN
ATTEST: KENSETT TELLER
C. HOLLES
Mary t. Jackson
STATE OF VIRGINIA
COUNTY OF JAMES CITY
I hereby certify that on this $5$ th day of April 19 91.
before the subscribed, a Notary Public of the State of Virginia, and for
the County of <u>James City</u> , aforesaid personally
appeared Michael and Veneza W. 11
acknowledge the aforegoing instrument to be their Act.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this
(Van. 6 m. no. V
Tour Heller
Nothery Public
y Commission expires: 11/22/91
VIRGINIA: City of Williamsburg and County of James City, to Wit:
FF. T. THE MA GO TOTAL

In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the

day of Part, 19 / Thi Wen h certificate annexed and 02610 admitted to record at Tosto: Helene

Deputy Clerk

Rev.8-89

TO WEST TO

KNOW ALL MEN BY THESE PRESENTS: That I, MICHAEL C. TELLER, IV, do hereby make, constitute and appoint KENSETT F. TELLER as my true and lawful attorney-in-fact for me and in my name, place and stead, to sell, assign and transfer securities, to ask, demand, sue for, receive and recover, of and from all corporations, associations, trusts and persons whatsoever, all and every sum or sums of money due and owing, or that may become due and owing to me on any and every account, whether due or to become due, and give receipts for the same, or, at her discretion to compound or compromise for the same, and give discharges; to sign any bond, deed, obligation, contract or other paper; to endorse promissory notes and to renew the same from time to time; to draw upon any bank or banks or any corporations, associations or individuals for any sum or sums of money that may be to my credit or which I may be entitled to receive, as I might or could do; to enter any safe deposit box standing in my name or to which I may have access; to sell any part or parts of my real or personal estate, or any interest which I may have in any real or personal estate, wheresoever situated; to make all necessary deeds and conveyances thereof, with all necessary covenants, warranties and assurances, and to sign, seal, acknowledge and deliver the same; and to do all such other acts, matters and things in relations to all or any part of or interest in my property, estate, affairs or business of any kind or description, in the State of Virginia or elsewhere, as I myself might or could to if acting personally.

This power of attorney shall not terminate on disability, incompetence or incapacity on my part, and all acts done by my attorney-in-fact pursuant to this power during such disability, incompetence or incapacity shall bind me as fully as if I were not subject to such disability. I hereby ratify and confirm all lawful acts done by my said attorney by virtue hereof.

WITNESS	the	following	signature	and	seal	this	_23rd	day	of
March	· ·	_, 1989.							
				1/1	a 27.	e		=0	
			MICH	AEL C.	TELLER,	IV			

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

VIRGINIAThe foregoing instrument was acknowledged before me this 23rd day of March, 1989

In the Michael Teller to Wit:

City of Williamsburg and County of the City the day of Williamsburg and County of James City the was presented with certificate annexed and admitted to record at 1944 o'olock

Octob Walance Teller o'olock

by Melene S Ward, Clerk

My Commission Expires: November 22, 1991

JAMES CITY COUNTY

## DEVELOPMENT MANAGEMENT DEPARTMENT COUNTY GOVERNMENT CENTER, 101 MOUNTS BAY ROAD

Development Manager (804) 253-6671 Code Compliance 253-6626 County Engineer

253-6678

Planning

253-6685

Mailing Address: P.O. Box IC

Williamsburg, Va. 23187-3627

September 28, 1990

Mr. Rich Costello AES 5248 Olde Towne Road, Suite 1 Williamsburg, VA 23185

RE: TK Oriental Warehouse Addition

Dear Mr. Costello:

James City County's Erosion and Sedimentation Ordinance requires that the Office of Code Compliance respond in writing to applicants submitting Erosion Control Plans within 45 days of receipt of the plan. Therefore, to satisfy this requirement, this is to notify you that the Erosion Control Plan submitted on September 20, 1990 for the above referenced project has been reviewed and disapproved. The attached sheet lists the comments that must be addressed before approval of the plan will be granted.

It is suggested that revisions not be made and the plan resubmitted to the Planning Department until after the preliminary approval letter is received with the list of conditions that must be satisfied prior to final approval.

Please contact me if you have any questions regarding this matter.

Sincerely,

Darryl E. Cook

Engineer

# COD COMPLIANCE PLAN REVIEW COMMENTS TK ORIENTAL ARTS WAREHOUSE ADDITION PLAN NO. SP-93-90 September 28, 1990

- 1. A Land Disturbing Permit and Siltation Agreement, with surety, are required for this project.
- 2. A preconstruction conference shall be held on-site between the County, the Developer, the Project Engineer and the Contractor prior to issuance of a Land Disturbing Permit.
- 3. Provide a stormwater management plan that meets the requirements of Section 19B-10.D of the Chesapeake Bay Ordinance.

0367C 4995c EMORANDE 3.31-88

Fire Department, Health Department, VDH&T, Public Works TD: Planning Department, JCSA James City County Code Compliance Office FROM: Request for Certificate of Occupancy Inspection SUBJECT: The following information is supplied for your use: Building Permit No. 88-03/2Site Plan No. 38 Project Name: TK ORIELTAL ANTIQU Location: 1654 JAMESTOWN KC. Ferson to contact: \_\_\_ The applicant has requested (permanent) (temporary for \_\_\_\_ days) C.O. Please inspect this project and provide your written comments to me Date occupancy desired £25 Comments on project status: NEW WAREHOUSE. TO: Lode Compliance Office FROM: Fire Department, Health Department, VDH&T, Public Works, Planning Department, JCSA

The above project is (approved) (disapproved) for certificate of occupancy as requested.

COMMENTS: (attach additional sheets as needed)

Darry E. Cook 4/1/88